

1 ADAM C. BROWN (SBN 161951)
2 **HILL RIVKINS BROWN & ASSOCIATES**
3 **A Professional Law Corporation**
4 11140 Fair Oaks Boulevard, Suite 100
5 Fair Oaks, CA 95628
6 Telephone: (916) 535-0263
7 Facsimile: (916) 535-0268
8 adam@hillrivkinsbrown.com

9 Attorneys for Plaintiff
10 BACARDI U.S.A, INC.

11 UNITED STATES DISTRICT COURT
12 CENTRAL DISTRICT OF CALIFORNIA

13 BACARDI U.S.A, INC., a Delaware
14 corporation,

15 Plaintiff,

16 vs.

17 AMERICAN AIRLINES, INC., a
18 Delaware corporation; and DOES 1
19 through 10, inclusive,

20 Defendants.

Case No.:

COMPLAINT FOR DAMAGES

21 Plaintiff alleges upon information and belief as follows:

22 **PARTIES AND JURISDICTION**

23 1. At and during all material times, plaintiff Bacardi U.S.A., Inc.
24 (“Plaintiff”) was and now is a corporation organized and existing under the laws of
25 the State of Delaware.
26

1 2. Plaintiff is the shipper, owner, and/or otherwise had an interest in the
2 cargo that is the subject of this complaint, and brings this action on its own behalf
3 and on behalf of all parties who are or may become interested in the subject shipment
4 as their respective interests may ultimately appear, including subrogated
5 underwriters.
6

7
8 3. At and during all times hereinafter mentioned, Defendant American
9 Airlines, Inc. (“American Airlines”) was and now is a corporation organized and
10 existing under the laws of the State of Delaware, and was and is a common carrier
11 of goods by air, and issues air waybills for the international carriage of cargo by air,
12 and operates in, about and through this District.
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15 4. This Court has subject matter jurisdiction based upon 28 U.S.C. §1331
16 in that this claim arises under the Convention for the Unification of Certain Rules
17 for International Carriage by Air done at Montreal opened for signature May 28,
18 1999, S. Treaty Doc. No. 106–45, at 27 (2000), 2242 U.N.T.S. 350., (the “Montreal
19 Convention”).
20
21

22 5. Defendant is subject to the personal jurisdiction of this Court by virtue
23 of transacting business within and through this District, by making and/or issuing
24 the contracts of carriage through this District and by delivering the cargo which is
25 the subject of this complaint within this District.
26
27

1 6. Venue is proper under 28 U.S.C. §1391 as Defendant transacts business
2 within and/or through the District and a substantial part of the events or omissions
3 giving rise to the claim occurred in the District.
4

5 **FIRST CLAIM FOR RELIEF**

6 **(Montreal Convention)**
7

8 7. On or about September 20, 2021, a cargo of 24 pallets containing 1680
9 cases of cognac (hereinafter the “Cargo”) was delivered to Defendant American
10 Airlines in good order and condition and suitable in every respect for the intended
11 transit, which Defendant received, accepted, and agreed to transport by air from
12 Paris, France to Los Angeles, California by air pursuant to air waybill no. 001-
13 39094392, for valuable consideration.
14

15
16 8. Defendant was the carrier of the Cargo, within the meaning of the
17 Montreal Convention.
18

19 9. While in the possession, custody and control of Defendant, six pallets
20 and three cases were lost or stolen.
21

22 10. By reason of the premises, the Cargo was lost or stolen during
23 international carriage by air, within the meaning of the Montreal Convention.
24

25 11. By reason of the premises, Defendant breached and violated its
26 common law and contractual duties and obligations as a common carrier and bailee
27

1 of the Cargo, was negligent and careless in the handling of the subject shipment and
2 was otherwise at fault.

3 12. Plaintiff performed all duties and obligations on its part to be
4 performed.
5

6 13. Written notice was provided to Defendant within the time frame
7 required by the provisions of the Montreal Convention.
8

9 14. Plaintiff has sustained damages as a result of the Cargo which was lost
10 or stolen in transit while in the care of Defendant, no part of which has been paid,
11 although duly demanded, in the total amount of \$65,820.72, subject to proof at trial,
12 plus interest and costs.
13
14

15 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of
16 them, as follows:
17

18 1. For damages in the amount of \$65,820.72, and such additional sums
19 according to proof, including freight, duty and advance;
20

21 3. For costs of suit incurred herein; and

22 4. For such other and further relief as the Court may deem proper.
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2 Date: April 19, 2022

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ASSOCIATES
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5 By: /s/ Adam C. Brown
6 ADAM C. BROWN
7 Attorneys for Plaintiff
8 BACARDI U.S.A., INC.
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